

ORIGINAL

U.S. COURTS

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Attorneys for Debtors

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

In Re:)	Case No. 99-01784
DALE BLUSH, and)	
LEONA BLUSH,)	MOTION TO MODIFY CONFIRMED
)	CHAPTER 13 PLAN
Debtors.)	

Debtors, by and through their attorney, Harold Q Noack, Jr., hereby move this court for its order for modification of their confirmed chapter 13 plan under the provisions of 11 U.S.C.1329 as follows:

1. Debtors entered into a contract with Tara Lee Beeman Devault for the purchase of their mobile home/residence. See Exhibits A and B attached and incorporated herein by this reference. The debtors have incurred post-petition arrearages in the amount of \$750.00 representing one-half of the February payment, full March and April payments, which are \$300.00 per month.
2. Mr. Blush has been very ill and unable to work, which has caused the Blushes to fall behind on their Plan payments, and on the mobile home payments. The Court has approved and ordered a deferral of the Chapter 13 Plan payments herein until August, 2001, when Mr. Blush's disability payments will begin. Debtors request that the mobile home payments in arrears in the amount of \$750.00 along with the mobile home payments for May, June and July 2001, in the amount of \$900.00, be deferred and the total amount of \$1,650.00 be included in their Chapter 13 Plan.

MOTION TO MODIFY CONFIRMED
CHAPTER 13 PLAN - 1

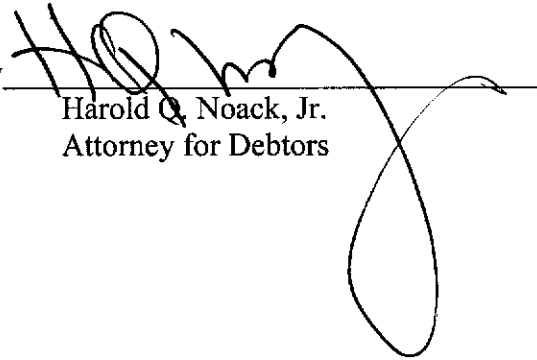
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3. The term of the Chapter 13 Plan herein is 37 months. Debtors request that the Plan be modified to a term of 43 months, with the monthly payment of \$380.00 remaining the same, so as to include payment of the \$1,650.00 plus the trustees fees and fees to Debtors' attorney for bringing of this motion, in equal monthly installments over the remaining 24 months of the plan.
4. Debtors' attorney requests payment of \$250.00 for his fees herein and that said fees be paid through the Chapter 13 Plan as set forth above.

DATED this 19th day of April, 2001.

HAROLD Q. NOACK, JR., P.A.

By



Harold Q. Noack, Jr.
Attorney for Debtors

Bernie R. Rakozy

TRUSTEE

Application to Purchase

Debtor(s): DALE & LEONA BLUSH Case No.: _____
Current address: 5601 MARVIN LANE Boise Home Phone: 323 2418
IDA. #127 Work Phone: 334 5000

Request that debtor(s) be permitted to:

1. ☐ Purchase an automobile:

Model: _____ Purchase Price: _____

Monthly Payment: _____ Interest Rate: _____

The above figure includes refinancing the balance remaining on my
present car; () Yes () No

Financing Agent/Party: _____

2. ☐ Purchase the following:

Item: mobile Home Purchase Price: \$8000

Monthly Payment: 300⁰⁰ MONTH Interest Rate: 7 1/2 %
268 Lot Rent

Financing Agent/Party: TARA DE VILLT

Reason for the above request(s): PAYING Rent At present apt.
& not getting anything in return

Date: 5-11-00

Debtors signature: Dale Blush
Leona Blush

Based on the debtors application the Trustee hereby:

☒ Approves

() Disapproves

Trustee Notes: _____

Date: May 11 2000 Trustee signature: Bernie R. Rakozy

AGREEMENT TO SELL MBARR 711401 PERSONAL PROPERTY

PURCHASE AND SALES AGREEMENT made by and between Tara Lee
Beeman DeJault (Seller)
and Dale E. or Leona Blush
_____. (Buyer).

WHEREAS, for good consideration the parties mutually agree that:

1. Seller agrees to sell, and Buyer agrees to buy the following described property:
Barrington 1971 mobil Home at
2725 N 5 mile #53 Id # 1307H17X250338
Boise, ID 83713
2. Buyer agrees to pay to Seller and Seller agrees to accept \$ 9200.00 as total purchase price payable as follows:
\$ N/A deposit herewith paid
\$ N/A See below payable on delivery by cash, certified or bank check
3. Seller warrants it has good and marketable title to said property; full authority to sell said property, and that said property shall be sold by warranty bill of sale free and clear of all liens, encumbrances, liabilities and adverse claims of every nature and description.
4. Said property is sold in "as is" condition. Seller disclaiming any warranty of merchantability, fitness or working order or condition of the property except that it shall be sold in its present condition, reasonable wear and tear excepted.
5. The parties agree to transfer title on September first 2002 at the address of the Seller. Time is of the essence.
TO

6. This agreement shall be binding upon and inure to the benefit of the parties, their successors assigns and personal representatives.

7. OTHER TERMS:

Buyer agrees to pay May 12th 2000 \$200.00
May 29, 2000 \$800.00. June 2, 2000 \$270.00
June 9 2000 \$270.00 July 1 \$500.00 August 1 2000
\$500.00 and until September 1, 2002 \$300.00 a
month. Upon completion of payments Seller agrees
to distinguish any Lien holding on above property
Signed this 10 day of May 2000

Signed in the presence of

Dan B...
Witness

Witness

Tara DeJault
Seller

Leona Blush
Buyer
Dale E. Blush



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Failure on any part of said contract by the Buyer means that all property is taken back over by the Seller and the Buyer must immediately vacate said property and any damages done by the Buyer during the Duration of their occupancy must be either fixed to the condition it was when Buyer took occupancy, or paid for so the Seller can bring it back to the condition it was when the buyer took occupancy.

If for any reason the buyer decides not to buy said property all Deposits will be forfeited to the Seller.

Wale Bush
Leona Bush